



**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL  
NUMBER: 05RFP47286C-BL-**

## **2006 STANDBY ENGINEERING SERVICES PUBLIC WORKS DEPARTMENT**

**PRE-PROPOSAL CONFERENCE: 2:00 PM, October 20, 2005**  
**RFP DUE TIME AND DATE: 11:00 A.M., November 2, 2005**  
**PURCHASING CONTACT: William E. Long, Jr. at 404-730-7660**  
**E-MAIL: [william.long@co.fulton.ga.us](mailto:william.long@co.fulton.ga.us)**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

# 2006 STANDBY ENGINEERING SERVICES CONTRACT

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## SECTION 1 INTRODUCTION

### 1.1 OVERVIEW OR PURPOSE

Fulton County, Georgia ("County") is soliciting proposals from qualified vendors for the **2006 Standby Engineering Consultant Services** on a standby as needed basis for the Department of Public Works Water and Wastewater Division.

Proposals provided in response to this Request for Proposal (RFP) that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the 2006 Standby Engineering Services Contract to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### 1.2 DESCRIPTION OF THE PROJECT

The 2006 Standby Engineering Services Contract consists of the preparation of reports, technical memoranda, studies, plans, drawings and specifications for construction and improvements to Fulton County's Water and Wastewater distributions systems. The Water Services Division of the Fulton County Department of Public Works annually obtains design requests from other Departments within Fulton County Government, as well as property owners seeking assistance. Typical requests range from water, wastewater and Reuse-Water pipe lines, pump stations, improvements to water reclamation facilities, drainage structures/studies, etc. The County reserves the right to select one **(1)**, or up to three **(3)** stand-by engineering firms to fulfill this contract. As design requests are received by Fulton County, the selected stand-by engineering firm(s) will be assigned work by the issuance of a Notice to Proceed (NTP). The selected Vendor(s) shall be responsible for providing all necessary equipment, personnel, tools and materials required to perform the assigned work. The duration of this stand-by engineering contract is a twelve (12) month period from the date of award by the Board of Commissioners. The County reserves the right to renew this contract for one additional twelve (12) month period dependent on funding, approval by the Board of Commissioners and satisfactory work performance.

### 1.3 COUNTY OBJECTIVES

The following are the County Objectives for this project:

To acquire expert Engineering Consultant Services on an as needed basis for the design and or study of existing and future miscellaneous water, wastewater and reuse water distribution system projects.

#### **1.4 Obtaining the RFP**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities" at no cost.

#### **1.5 PRE-PROPOSAL CONFERENCE**

The County will hold a Pre-Proposal Conference, on **Thursday, October 20, 2005 at 2:00 PM** in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

#### **1.6 PROPOSAL DUE DATE**

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **November 2, 2005 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

#### **1.7 DELIVERY REQUIREMENTS**

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

**1.8 CONTACT PERSON AND INQUIRIES**

Any questions, clarification or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, William E. Long, Jr., Chief Assistant Purchasing Agent: Telephone (404) 730-7660, Fax (404) 893-6268 or email to [william.long@co.fulton.ga.us](mailto:william.long@co.fulton.ga.us). . Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

## **SECTION 2 INSTRUCTIONS TO PROPOSERS**

### **2.1 PROCUREMENT PROCESS**

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

### **2.2 CONTRACT DEFINITIONS**

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions.

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

### **2.3 NO CONTACT DURING PROCUREMENT PROCESS**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County

representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **October 25, 2005 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing**  
**Attn: William E. Long, Jr.**  
**Public Safety Building**  
**130 Peachtree Street S.W. Suite 1168**  
**Atlanta GA 30303**  
**Email: [william.long@co.fulton.ga.us](mailto:william.long@co.fulton.ga.us)**  
**Fax: 404-893-6268, Telephone: 404-730-7660**

**RE: 05RFP47286C-BL, 2006 Standby Engineering Services**



All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, [www.co.fulton.ga.us](http://www.co.fulton.ga.us). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.5 TERM OF CONTRACT**

The initial term of this contract shall be for a twelve (12) consecutive months the date of award by the Board of Commissioners. The County reserves the right to renew this contract for one (1) additional twelve (12) month period dependant on funding, Board of Commissioners approval and satisfactory work performance by the bidder.

## **2.6 REQUIRED SUBMITTALS**

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
  - Certification Regarding Debarment
  - Non-Collusion Affidavit of Prime Offeror
  - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
  - Exhibit A - Promise of Non-Discrimination

- Exhibit B - Employment Report
- Exhibit C - Schedule of Intended Subcontractor Utilization
- Exhibit D - Letter of Intent to Perform As a Subcontractor
- Exhibit E - Declaration Regarding subcontractor Practices
- Exhibit F - Joint Venture Disclosure Affidavit
- Equal Business Opportunity (EBO) Plan

## 2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from the Department of Public Works and one/two Purchasing staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## 2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

## 2.9 COMPLIANCE WITH ALL ASSURANCES:

**Contractor Compliance with all assurances and /or promises made in response to procurement:** Should any Proposer submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including wheresuch promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the Proposer relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions to the Agreement.

## 2.10 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the

proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## **2.11 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

## **2.12 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

## **2.13 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

## **2.14 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.8 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.15 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its

Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

## **2.16 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## **2.17 COUNTY RIGHTS AND OPTIONS**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability

whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

**2.18 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in

**2.19 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

**2.20 WAGE CLAUSE**

Pursuant to 102-391, each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**2.21 IRREVOCABLE OFFER**

No bid may be modified, withdrawn, or cancelled by the bidder for sixty (60) days following the date and time designated for receipt of bids, and each bidder so agrees in submitting its bid. All adjustment factors shall remain valid during this time period unless noted otherwise.

Prior to the date and time designated for receipt of bids, a bid may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. A withdrawn bid may be resubmitted up to the date and time designated for receipt of bids, provided that it is then fully in conformance with these Instructions to Bidders.

**FULTON COUNTY PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**  
**2006 STANDBY ENGINEERING SERVICES**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:  

Fulton County Purchasing Agent  
Fulton County Purchasing Department  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must

be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is



- responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
  17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
  18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
  19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
  20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
  21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
  22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
  23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
  24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.

25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must

- designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

## **SECTION 3 PROPOSAL REQUIREMENTS**

### **3.1 SUBMISSION REQUIREMENTS**

#### **3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **November 2, 2005 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #  
Fulton County Department of Purchasing  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each part of the Bidder's submission must be submitted as follows:

- i. TECHNICAL PROPOSAL:** Separately sealed and identifiable and labeled as follows: Technical Proposal, RFP#05RFP47286C-BL.
- ii. COST PROPOSAL:** Separately sealed and identifiable and labeled as follows: Technical Proposal, RFP#05RFP47286C-BL.
- iii. CONTRACT COMPLIANCE FORMS:** Separately sealed and identifiable and labeled as follows: Technical Proposal, RFP#05RFP47286C-BL.

**THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP#05RFP47286C-BL.  
2006 Standby Engineering Services**

**3.1.2 Number of Copies**

**Technical Proposal:** Proposers shall submit one (1) original and five (5) copies of the Technical Proposals.

**Cost Proposal:** Proposer shall submit two (2) copies of the Cost Proposal.

**Contract Compliance Exhibit Forms:** Proposal shall submit two (2) copies of the Contract Compliance Exhibit Forms.

All Proposals must be complete with all requested information. Refer to Section 3.1.1 Proposal Submission Date and Submittal Format for further instructions.

**3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

### **3.3 SCOPE OF WORK**

#### **ARTICLE I INTENT**

- 1.1 The Owner engages the Standby to provide technical, professional and other services for various County projects as broadly described in the scope of services.
- 1.2 For the purpose of this Agreement, the Department of Public Works is designated as the Owner's representatives to act for the Owner in regard to approvals and authorizations for all work required and provided for in this Agreement. No work shall commence without a written notice to proceed signed by an authorized representative of the Department of Public Works.
- 1.3 The intent of this Agreement is for three Standbys to provide some or all of the technical, professional, architectural and engineering services for Public Works on an as –needed basis. However, the Owner is not bound to issue any work authorizations or notices to proceed for services under this Agreement. Whenever services are requested by the Owner, the Standby will submit a written proposal for the project with the scope of services. The Owner may accept or reject the proposal, or decline such services when it is in the best interest of the Owner to do so. If the Standby's proposal is accepted, the Owner may issue a work authorization and notice to proceed which specifies the "not-to-exceed" amount of the work authorization. After having received the notice to proceed including a written approval of the scope of services and the estimate of fees for a specified project, the Standby shall provide the services required in accordance with the three (3) phases identified below. No work outside that scope of services shall start without an amended notice to proceed. The Owner may cancel an outstanding notice to proceed or work authorization at any time at the Owner's convenience if it is in the Owner's best interest. Upon the cancellation of an outstanding notice to proceed, the Owner will pay the Standby for any authorized work which has been satisfactorily performed up to and through the date of cancellation.
- 1.4 It is understood and agreed by the Standby that the services performed under Phase I of this Agreement shall include, but not be limited to, those services described below and to the extent desired by the Owner.
- 1.5 The Standby's Basic Services consist of the five phases described in paragraphs 1.1 through 1.5 and include normal architectural, structural, mechanical and electrical engineering services and any other services included in Article IV or any other article of this Agreement as part of Basic Services. The Owner may request all, some or none of the services identified in this Agreement. When the Owner desires any services contemplated under this Agreement, the Owner will contact the Standby and request a written proposal for the work to be performed on each project.

**A. RESEARCH**

1. Coordination of project work with specified Department of Public Works representatives. The designated representatives for each project shall be submitted to the Standby by the Owner in writing and shall accompany the initial request for project services (proposal) from Standby.
2. Research of design criteria and investigation of materials, construction methods, and equipment and other necessary functions related to specific projects.
3. Support services such as surveying, preparation of plats, legal descriptions, deed research and other services necessary to complete the work requested.
4. Investigation and determination of requirements related to specific projects (e.g.: utilities, drainage and sewer systems, traffic functions) and coordination of work with others with respect to such projects.

**ARTICLE II DESIGN PHASE**

**2.1 CONCEPTUAL AND SCHEMATIC DESIGN PHASE**

**A. DESCRIPTION**

1. The Standby shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner
2. The Standby shall provide a preliminary evaluation of the program and the Project budget requirement, each in terms of the other, subject to the limitations set forth by the Owner.
3. The Standby shall review with the Owner alternative approaches to design and construction of the Project.
4. Based on the mutually agreed upon program and Project budget requirements, the Standby shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents.
5. The Standby shall submit to the Owner Statement of Probable Construction Cost based on unit costs.

## **2.2 DESIGN DEVELOPMENT PHASE**

- 2.2.1 Based on the approved Conceptual and/or Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Standby shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
- 2.2.2 The Standby shall submit a statement of probable costs to the Owner.
- 2.2.3. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Standby shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
- 2.2.4 The Standby shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the Owner and Contractor.
- 2.2.5 The Standby shall advise the Owner of any adjustments to previous statements of probable construction cost indicated by changes in requirements or general market conditions.
- 2.2.6 The Standby shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and specifically in obtaining any and all necessary permits required for approval and/or construction.

### **A. PRELIMINARY DESIGN**

- 1. Based on the approved plans and schematic design, the services under Phase II of this Agreement shall include the further development of the definitive architectural and/or engineering design of proposed construction, the site development, the outline specifications of materials and/or methods of construction, and the preliminary construction cost estimate. All items shall be submitted to the Owner for approval.
- 2. The Standby shall also coordinate all phases of the work in all respects with planning and work being done by others, including utility companies, as directed by the Owner.

### **B. WORKING DRAWINGS AND SPECIFICATIONS**



1. Upon approval by Owner of the preliminary design, the Standby shall prepare complete working drawings and specifications for the proposed construction, and shall prepare final construction cost estimates. The Standby shall submit said working drawings, specifications (including bid documents, samples of which will be supplied to the Standby by the Owner), and construction cost estimates to the Owner and/or the Owner's designee(s) for review and/or approval. Where disciplines are similar, plans (drawings) should be jointly signed by Standby and any subcontractor or subconsultant hired by Standby, with professional seals.

### **Article III CONSTRUCTION PHASE**

#### **3.1 PROPOSAL PHASE**

- 3.1 The Standby, following the Owner's approval of the Construction Contract Documents and of the latest Statement of Probable Construction cost, shall assist the Owner in obtaining bids and assist in preparing contracts for construction. The Standby may be called upon to prepare a list of prospective bidders for the Owner and to submit recommendations on the award of contracts to the Owner on the bids received. The Standby shall participate with the Owner in prebid conferences (and pre-construction meetings) so as to be informed and assist the Owner in resolving questions and requests on the part of contractors and suppliers concerning the work. The Standby shall recommend to the Owner approval or disapproval of the construction schedule and schedule of values submitted by the successful bidder prior to commencement of work.

#### **3.2 (A) CONSTRUCTION PHASE – ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

- 3.2.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Standby's obligation to provide Basic Services under this Agreement, will terminate when final payment is approved and released to the Contractor as otherwise agreed in writing. To the extent practicable, Public Works will request the same Standby which designs a particular project to also manage the construction of that project.
- 3.2.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents for construction of a project, the Standby shall provide administration of the Contract Documents for Construction as set forth below and in the General Conditions of the Owner's Contract Documents for Construction.
- 3.2.3 The Standby shall be a representative of the Owner as described in the Contract Documents during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall

be forwarded through the Standby. The Standby shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.

- 3.2.4 The Standby shall visit the site at intervals appropriate at each stage of construction or as otherwise agreed by the Standby in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations as a Standby, therefore Standby shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
- 3.2.5 The Standby shall at all times have access to the Work wherever it is in preparation or progress.
- 3.2.6 The Standby shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment. The Standby shall maintain a log of Applications for Payment received, indicating the date and the time received.
- 3.2.7 The signature of the Standby to the Owner, based on the Standby's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated that, to the best of the Standby's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Application for Payments.
- 3.2.8 The Standby shall reject Work which does not conform to the Contract Documents. Whenever, in the Standby's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Standby will have authority to require special inspection or testing of the Work in progress.
- 3.2.9 The Standby shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and with the formation given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Standby's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- 3.2.10 The Standby shall assist the Owner in the preparation of Change Orders for the Owner's approval execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
- 3.2.11 The Standby shall conduct inspection to determine the Dates of Substantial Completion and final completion, shall receive and forward to Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor.
- 3.2.12 The extent of the duties, responsibilities and limitations of authority of the Standby as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Standby.

### **3.2 (B) DESIGN SUPPORT SERVICES**

- 3.2.13 After the award of a contract for construction, the Standby's services shall include such visits to the site of the project as may be required by the Owner for design clarifications and/or modifications. The Standby's services shall also include the review of the project contractor's shop drawings to assure adherence to the intent of the working drawings and specifications. Other services required include the approval of subconsultants' work under this contract and the preparation of change orders under any construction contract.

### **3.2 (C) ADMINISTRATIVE MANAGEMENT**

- 3.2.14 The Standby shall conduct inspections of all construction based on their specifications and shall report findings to the Owner. In the event of legal action, the Standby shall analyze and make recommendations regarding the disposition of claims for or against the Owner.
- 3.2.15. The Standby shall prepare and submit all supplemental agreements and/or change orders for approval by the Owner and others, as required, revise design drawings to show "construction record" (as built) conditions, keep accounts of construction completed and review and approve contractor pay requests. Throughout the construction process, the Standby shall keep the Owner advised of job costs and provide cost accounting of job costs. Based on information obtained from the Owner and contractor, the Standby shall maintain a PERT (Program Evaluation Review Technique) or CPM (Critical Path Method) or similar scheduling system of all construction under their responsibility and shall adjust and update the schedule as required.

### **3.2 (D) FIELD REPRESENTATION**

- 3.2.16. The Standby, with the approval of the Owner, shall furnish a resident field staff of qualified Standby inspection and surveying personnel as required for the duration of construction to coordinate and review the work of the contractors. This will be done to assure compliance with the intent and provisions of the working drawings and specifications and to guard the Owner against defects in the work and to keep the Owner informed regarding progress of the work.
- 3.2.17 The field staff shall conduct intermediate and final field observations to assure a completed project in compliance with the intent and provisions of the drawings and specifications, and assist in the transfer of the completed facilities to the Owner.
- 3.2.18 The Standby shall not be responsible for the contractor's failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the Standby is obligated to report promptly to the Owner any known defect or deficiency in the contractor's work materials.

### **3.2 (E) SPECIAL SERVICES**

- 3.2.19 When mutually agreed to by the Owner and the Standby, the Standby shall provide professional planning, engineering and/or architectural services for project and/or construction other than that specifically described herein. These services may include, but not limited to, review of construction activities performed by contractors.
- 3.2.20 When directed by the Owner, the Standby shall also provide professional engineering services for the installation of specialized equipment, devices and systems which may be furnished by others.
- 3.2.21 If requested by the owner, the Standby shall make studies, analyses, cost estimated and/or reports on items of plant or equipment; operating procedures or functions; physical administrative or financial aspects of a project.

## **ARTICLE IV      STANDBY SERVICES**

### **4.1      BASIC SERVICES**

The Standby's basic services consist of the three (3) phases described in Article I, Scope of Services.

4.1.1 The Standby shall submit to the Owner with its original scope of services schedules of work and work completion dates for each phase of work. No work shall be commenced before written approval from the Owner is received by the Standby.

4.1.2 When it is determined that completion dates submitted by the Standby and approved by the Owner cannot be met, the Standby shall notify the County as soon as the determination is made and no less than ten (10) days before the scheduled task completion date.

4.1.3 The Standby shall submit in writing to the Owner the reason or reasons for any delay in schedule. Any submittal in this regard shall be in accordance with the procedure and time outline described above.

4.1.4 The Standby shall provide the Owner with periodic reports on the progress of work requested in all phases described in this Agreement. The Standby shall also attend periodic meetings with the Owner and/or the Owner's representatives for the purpose of project review and update, scheduling and other purposes as requested by the Owner and or the Standby. The frequency of both the written reports and meetings referenced above shall be prescribed by the Owner on a per project per phase basis.

4.1.5 The Standby shall notify the Owner of any changes to key personnel. The Owner reserves the right to accept or reject any changes in key personnel before the performance of any services.

### **4.2      SPECIAL SERVICES**

Special services outside the scope of basic services may be provided when authorized in writing by the Director of Purchasing, upon recommendation of the Owner, and will be compensated according to the terms and conditions provided for under Article II, Compensation, of this Agreement.

4.2.1 Providing planning surveys, site evaluations, environmental impact studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

4.2.2 Preparing and submitting grant applications for the Owner.

4.2.3 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

4.2.4 Providing coordination of work performed by separate contractors or by the Owner's own forces.

4.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Standby.

4.2.6 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

4.2.7 Preparing to serve or serving as a fact witness or an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

4.2.8 Attending and assisting the Owner in arranging any public information meeting or public proceeding.

## **ARTICLE V      OWNER'S RESPONSIBILITY**

5.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

5.2 Notwithstanding anything contained in this Agreement, Owner reserves the right, at its sole discretion to enter into architectural, engineering and/or construction management agreements with consultants other than Standby and any of its subconsultants named in this Agreement.

5.3 There is no guarantee of work in this Agreement; Standby has no right to any portion of Owner's total project work and will be selected by the user (Owner) department without regard to relative work awards to the various Standby's under contract.

5.4 The Owner will designate, a representative authorized to act on its behalf with respect to the Project. The Owner/and or Owner's designee will promptly render any decision necessary for the orderly progress of the work.

5.5 The Owner will furnish to the Standby any information or materials in its possession which relate to a specified project as expeditiously as possible.

5.6 The Owner shall designate, when necessary, a representative authorized to

act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Standby and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Standby services.

5.7 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Standby's services and of the Work.

5.8 The Owner reserves the right to remove any personnel employed by the Standby who is assigned to perform services for Owner's Project.

## **ARTICLE VI REIMBURSABLE EXPENSES**

6.1 Reimbursable expenses are in addition to the billing (labor) rates, and include actual expenditures made by the Standby, its employees, or its subconsultants in the interest of a specified project. All reimbursable expenses will be paid at cost. Pay requests submitted by the Standby for reimbursable expenses must be accompanied by invoices and receipts and will be paid to the Standby upon approval by the Owner. Owner reserves the right to disapprove of any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances authorized by the Owner under this Agreement.

6.2 Reimbursable expenses shall be specified in the original scope of project services (proposal). Airline transportation will not be paid

6.2.1 Reimbursable expenses may include:

- a. Fees paid for securing approval of authorities having jurisdiction over the Project.
- b. Expenses of large format reproductions and handling of Drawings, Specifications and other documents, excluding reproductions for the office
- c. use of the Standby and the Standby's consultants.
- d. Expenses of renderings, models and mock-ups requested by the Owner.

## **ARTICLE VII STANDARD PROJECTS**

### **7.1 SURVEYING**

- 7.1 1. The CONSULTANT shall adhere to all professional surveying practices.
- 7.1 2. The CONSULTANT shall use the pre-established benchmark from the Fulton County Global Positioning System (GIS Monument). No assumed datum is allowed. GIS Monument information can be obtained from Mr. John McLelland, Fulton County Department of Public Works.
- 7.1 3. For horizontal control, a basic closed and balanced traverse is extended throughout the project area, tied to proposed flagged manhole stakes and significant structures. Throughout the field survey procedure, care is to be taken to keep property owners advised, including preservation of trees, bushes, and other property features.
- 7.1 4. For vertical control, the existing profile of the proposed route and any alternative routes are extended along the ground. TBM's are set to provide convenient reference.
- 7.1 5. Preliminary profiles to be made as required to establish adjustments in the horizontal alignment. Cross section for a minimum of 50 feet on each side of centerline at 25 foot intervals, and/or any significant grade change.
- 7.1 6. Upon establishment of pipe line and grade, critical elevations of structures are to be field checked as required to ensure that no further changes needed.
- 7.1 7. A "strip" survey of the fifty (50) foot wide area of construction easement shall be provided, including horizontal and vertical control and locations. Property line definition will be based upon field evidence and other data. Certification of the property lines' authenticity are not included as part of this Contract.
- 7.1 8. All preliminary sketches and field notes shall be subject to Fulton County review, upon request.
- 7.1 9. All manholes shall be flagged and staked with 18" long wooden stakes, as well as centerline of proposed pipe line at 50 foot intervals.

### **7.2 ENGINEERING DESIGN**



7.2.1. CONSULTANT shall adhere to all professional engineering practices, including the Ten State Standards and American Society of Civil Engineers' pertinent manuals.

7.2.2. In addition, design of this gravity pipe line system shall include WASTEWATER PIPE REVIEW and WATER REVIEW checklist items, as shown below. Deviations from this checklist shall be pre-approved in writing by the Department of Public Works.

### **7.3 GENERAL REQUIREMENTS: (FOR ALL WATER AND WASTEWATER PROJECTS)**

7.3.1 Fulton County Public Works will provide one set of construction detail drawings on mylar, one blank mylar cover sheet, and one blank mylar sheet with standard border for CONSULTANT'S use on projects assigned. Electronic forms in AutoCAD Release 14, may be provided upon request.

7.3.2 Plan view sheets shall have the following minimum items shown: land lot lines, roads and right-of-way widths, monuments and evidence of property and possession lines, utilities (above and underground), storm sewer facilities, natural waterways, property ownership data, easements, north arrow, scale, wastewater routing, manhole station numbers, deflection angles, critical trees, buffers, erosion control, types of fences, exiting tie-in to wastewater pipe line, legends, general and specific notes, retaining walls, fire hydrants, TBM's, piers, road centerline, first floor elevations of houses to be served, and other normally shown items on such drawings adhering to standard engineering practice.

7.3.3 Profile sheets shall have the following minimum items shown: existing grades, proposed wastewater pipe lines, new manholes, existing manholes and pipe lines, underground storm structures and utilities, pipe sizes, horizontal length and slope of proposed pipes, types of pipes, point of change in pipe material, jacking and boring, and other items normally shown on such drawings adhering to standard engineering practice.

7.3.4 The consultant shall prepare plans at a scale of 1 inch = 50 foot. Plan and profiles will be shown for all stream crossings and jack and bore locations including any information as required by Georgia Department of Transportation for Utility Encroachment Permit.

7.3.5. Prepare technical specifications (in general conformance with the sixteen-division format of the Construction Specifications Institute) including invitation to bid, instructions to bidders, bid and contract forms (including bid, performance and/or payment bonds specified by the County) general requirements and supplementary conditions.

7.3.6 Obtain approval/permits, if any required, from Corps of Engineers, Georgia Department of Natural Resources, Environmental Protection Division,

Georgia Department of Transportation, and Fulton County Department of Environment and Community Development.

7.3.7. Provide a detailed construction cost estimate.

#### 7.4 **PLANS AND DRAWINGS**

7.4 Plans shall include the following: cover sheet, size and type of pipe material, all valves, appurtenances, fire hydrants, north arrow, scale, typical depth, variations in depth, thrust restraint, water meters, gas meters, fittings, steel casing, existing utilities above and below ground, driveways, paving, bridges, location map, 24 hour contact representative phone number, easement limits, trees to be retained and removed, erosion control structures, curbing, drains and culverts, and connections to new and existing mains.

A The following items must be indicated in the title block of all drawings:

- a. Name of Project or Development
- b. Owner's name and address(Fulton County Public Works)
- c. Engineer's name, address, and phone number
- d. Seal of Georgia registered engineer with signature
- e. North arrow
- f. Scale (no less than 1" - 100')
- g. Reference to Fulton County GIS Monument
- h. Land Lot and District/Section
- i. Length of line in feet and inches - miles on each plan/profile sheet.

B. Location sketch must be included at a scale of no less than 1" - 2003'.

C. Include the following general notes:

##### 7.4.1 **FOR WASTEWATER DESIGN PROJECTS**

- a. All wastewater pipe construction must conform to Fulton County's standards and specifications.
- b. All wastewater easements must be dressed and grassed to control erosion in accordance with easement plats prior to acceptance. Trees shall not be planted in the Permanent easement area.
- c. Eight (8") inch P.V.C. pipe may be used if installation is in accordance with Fulton County Standards.

- d. Neoprene couplings with stainless steel bands and shear rings are required for joining different types of sanitary sewer pipes.
- e. Low pressure air testing required for all wastewater pipe systems. This test must meet all requirements as outlined in ASTM C-828-80 or current revision.
- f. Compaction of the back fill of all trenches shall be compacted to the density of 95% of the theoretical maximum density (standard Proctor). Backfill material shall be free from roots, stumps, or other foreign debris, and shall be placed at or near optimum moisture. Correction of any trench settlement within a year from the date of approval will be the responsibility of the contractor.
- g. Contractor to field verify location and invert elevations of wastewater pipe for connection to existing wastewater systems.
- h. Eight (8") inch or larger pipe lines should be TV inspected. A VHS tape and written inspection log certified by a Georgia Registered Engineer, shall be provided to the Project Engineering Section of Public Works, at the time of final acceptance.

**7.4.2. (FOR WATER DESIGN PROJECTS)**

- a. Water valve markers shall be placed at all locations where water valves are not in the streets. Water valves that are in the street will be clearly marked on the curb.
- b. All construction methods and materials used in the Fulton County Water System must be made of Ductile iron, and comply in respect to ANS/AWWA A21.111/C111-85 Standard Specifications.
- c. The Contractor shall install cast iron water meter boxes and copper service lines for all affected lots.
- d. Thrust blocking will be used at all bends, plugs and tees.
- e. Fire hydrants shown in the radius of a curve shall be field adjusted so that the actual installation of fire hydrants will be outside of curve radius.
- f. lines 6" or greater must be pressure tested at 250 psi for a minimum of two (2) hours.
- g. Layout of all easements.

### 7.4.3 WASTEWATER DESIGN REQUIREMENTS

All wastewater designs must include the following:

1. Graphic map with all elevations referenced to mean sea level, with contour intervals of greater than or equal to feet, and less than or equal to 5 feet.
2. Plan and profile of all existing and proposed wastewater pipes, with storm crossings, on a scale of not less than 1" both horizontally, and vertically.

3. Minimum slopes for wastewater pipes are as follows:

0.7% on 8" lines  
0.5% on 10" lines  
0.4% on 12" lines  
0.3% on 15" lines  
0.25% on 18" lines

21" & larger sizes, maintain 2 feet/sec. at 1/4 capacity

4. Manhole inverts shall have a minimum 2/10 of a foot (.20') drop across the manhole.
5. State size, type, percent grade, and length of all pipes.
6. D.I.P. required where wastewater line:
  - a. is under less than 4 feet of cover
  - b. crosses over storm wastewater
  - c. crosses within 1' of storm sewer
  - d. is in a fill area
  - e. is under more than 20' (feet), 20 feet, minimum class 51 D.I.P. will be required. D.I.P. may be required for other conditions.
7. An outside drop is required at a manhole when the following conditions exist:

#### PIPE SIZE(INCHES)DROP

8"	27"	*Where an outside drop exceeds
10"	27"	ten (10) feet, an intermediate
12"	30"	clean out (a tee section)
15"	39"	shall be provided.
18"	41"	

8. Different size pipes require the crowns of each to be aligned.

9. Minimum cover for wastewater pipes in paved areas is 6 feet.
10. Provide deflection angles for all manholes. Minimum angle between influent and effluent wastewater lines at a manhole is 90 degrees.
11. Maximum distance between manholes is 400 feet.
12. Concrete collars on wastewater lines are required when the slope is greater than 30 percent of conditions.
13. Provide safety platforms within manholes, in excess of 16' deep. Spacing shall be:

<u>MANHOLE DEPTH</u> <u>(FEET)</u>	<u>PLATFORM SPACING</u> <u>(FEET)</u>
16	8 (1 PLATFORM)
* 17 to 23, one platform spaced in center of manhole depth.	
24	8 (2 PLATFORMS)

Manholes in excess of 24' shall be pre-approved by the Project Engineering Section, on an individual basis, and shall have platforms spaced every 8 to 10 feet.

14. For all wastewater pipes above the ground, wrapped and coated steel pipe shall be used.
15. For combined drainage and wastewater pipe easements, the width shall be 30' (feet). The wastewater pipe shall be 10' (feet) from one side, while the drainage pipe will be 10' (feet) from the other side.

Provide an additional ten feet of cleared access easement adjacent to one side of the permanent easement from all creek crossings to the nearest public

right-of-way on both sides of the creek. All fences or other barriers crossing the Wastewater easement will be installed with a gate ten feet in width and locked so that Fulton County can have access.

16. Laterals shall be provided for each lot. Laterals may extend a maximum of 125 linear feet, offsite. Laterals must be gravity flow and indicated by station number or numbers. All laterals from street wastewater lines must extend at least ten feet behind the back of curbing.

17. Provide the following wastewater details 650, 651, 651A, 651B, 652, 652A, 652B, 654, 670, 671, 903, 903A, 905, 906, 907, and 909, where applicable.
18. Extend wastewater pipe lines to serve adjacent properties for future development, as per wastewater regulations.
19. No more than 4 connections are allowed per manhole.
20. Show all pipe crossings on the plan and profile views.
21. Concrete collars required at ends of aerial wastewater crossings. Provide structural calculations of flood resistance, certified stamped and signed by a Georgia Registered Engineer.
22. Rip-rap shall be placed at all creeks where wastewater pipe lines cross and shall protect the entire cleared creek bank.
23. All manholes outside of roadways and right-of-ways shall be two feet above ground. If a manhole is in a flood plain or high water area, they shall have water tight covers and extend above the ten year flood plain level; clearly indicate and provide details. Manholes flush with the ground may be allowed, on a pre-approved basis.
24. Profile all wastewater lines in which construction will occur.
25. Erosion control and tree protection plans are required for all proposed outfall wastewater lines and must include and must meet the minimum standards as required by the Fulton County Erosion Control Ordinance. All plans must be submitted to and approved by the Department of Environment and Community Development, Development Services Division.
26. If wastewater pipes are to be constructed adjacent to rivers and other waterways, the location of the waterway shall be certified by a registered Land Surveyor. Offset distances from the bank of the creek shall be provided to all manholes. All creek banks within ten feet of the centerline of the pipe shall be reinforced with rip-rap per County Standards.
27. All aerial wastewater pipes shall be to County standards and accompanied by Standard #575 and 576. (ITEM #24)
28. Layout of all easements.

#### **7.4.4 WATER DESIGN REQUIREMENTS**

1. Water shall be shown on the North or West side of the road unless the existing main is on the opposite side of the road.
2. 1" type "K" copper service and cast iron water meter boxes will be installed in all lots. Copper services to be placed in a 6" P.V.C. conduit for lots on opposite sides of the street, except in cul-de-sacs.
3. Thrust blocking is to be shown at all tee, plug and bend locations. Provide a detail of all blocking to be used.
4. All fire hydrants shall be 3.5 feet bury hydrants with a maximum distance of 500 feet between each. Fire hydrants should be located on property lines and the back of all cul-de-sacs.
5. Valves shall have a maximum distance of 1,000 feet between them and placed near a fire hydrant.
6. Show location of existing water lines, with sizes and fire hydrants.
7. Provide a loop on water mains when possible. Loops will be considered on an individual case basis with dedicated easements.
8. All water mains shall be minimum 8" class 50 D.I.P. or better, depending on the size of the line.
9. Erosion control plans are required for all proposed water main lines and must include and must meet the minimum standards as required by the Fulton County Erosion Control Ordinance. All plans must be submitted to and approved by the Department of Environment and Community Development

#### **7.4.5 EASEMENT REQUIREMENTS**

1. All easements must be tied to major intersections.
2. Show all structures on property.
3. Shall have all ownership and tax identification information.
4. Graphic scale with north arrow.

## **ARTICLE VIII DELIVERABLES**

### **8.1 AS-BUILT DRAWINGS**

On all design projects constructed for the Water Services Division of Public Works, as-built drawings are required before the project is considered to be complete. Forms from the Water Services Division are to be filled out as part of the documentation including the following information:

One set of single matte reproducible mylar drawings and one copy of drawings coded on a 3.5" diskette(s) in AutoCAD Version 14 or later shall be submitted to the Department. Approval and acceptance of the mylar drawings and computer diskette(s) will be the basis for final payment.

The consultant shall update the County's aerial topographic file using AutoCAD Release 14 to represent the existing field conditions, in conjunction with the technical specifications, convey the scope, extent and requirements of the facilities to be constructed.



## **SECTION 4**

### **PROPOSAL FORMAT AND EVALUATION CRITERIA**

#### **4.0 TECHNICAL PROPOSAL FORMAT AND CONTENT**

##### **4.1 INFORMATION TO BE SUBMITTED**

Failure to submit any required data item may be cause for rejection. Proposers shall not submit data other than defined herein. In addition to the data described below, proposer may provide section dividers, a front and back cover, a table of contents, and a cover letter not to exceed 3 pages in length which may serve as an introduction to the proposal. A page refers to one side of a single 8 ½ inch x 11 inch page. Text shall be minimum 12 point.

Proposal information shall include:

**1. Organization Description** (Not to exceed three pages total)

Provide an organizational chart and a short resume of the organization. Indicate key individuals and all subconsultants proposed to be utilized on this project.

**2. Subconsultant Resumes** (Not to exceed one page per subconsultant)

Provide a one-page resume on each subconsultant firm proposed to be utilized on the project.

**3. Related Experience and Performance** (Not to exceed 8 pages total)

Provide a description of experience the firm has had with projects similar to design projects described herein. For each project, include contact person, name of project and telephone number, other than members of your firm that can be contacted regarding these projects.

**4. Key Personnel Experience and Availability** (Not to exceed 8 pages total)

Provide a summary of those personnel anticipated to be assigned to the projects and the percentage of their time available to commit to the project during performance of assigned tasks. Resumes (not to exceed 2 pages in length each) shall be provided for the following two personnel only: Project Manager and Lead Design Engineer. These two individuals as a minimum shall work out of the local office and reside in the Metropolitan Atlanta area during the course of their involvement on this project. Fulton County will not pay direct cost for the relocation, temporary housing, or subsistence of staff assigned to this project.

**5. Project Approach** (Not to exceed 6 pages total)

Demonstrate and provide a description of how you will perform tasks to meet schedules. Provide a description of recommended enhancements or improvements to the scope of services as presented. Elaborate on those areas where better definition will provide the greatest potential benefit to the projects. The approach discussion should include details regarding any unique knowledge or expertise your firm has with various projects. Explain how such knowledge or experience would benefit County projects.

**6. Local Preference** (Not to exceed 1 page)

Provide the normal office location where work on these projects will be performed.

**7. Financial Responsibility** (Two copies of information in separate sealed envelope with price proposal). **Failure to submit financial responsibility information as required may result in the proposer being deemed non-responsive and their proposal removed from consideration.**

Provide the Following information:

A copy of the most recent annual report with footnotes or most recent audited financial statement and financial references.

Latest Dun and Bradstreet Report.

**8. Price and Schedule of Billing Rates** (Provide original and two copies in a separate sealed envelope, no limits on document size).

Provide an estimated cost to perform projects as described in the provided basic scope of services, and a separate cost to perform the projects including any enhancements, additional work, or other modifications presented in item "5. Project Approach", above. The estimate shall include the estimated man-hours for each required labor category for each subtask presented in the scope of services, subtotaled for each task and for typical projects. A schedule of standard hourly billing rates by labor category to be utilized during the course of the projects shall be provided. The estimated man-hours shall be multiplied by the appropriate labor rate to determine the estimated project cost. Proposer shall provide the overhead rate that includes all fringe benefits as a percentage of base salary (without fringes) and the profit percentage used in calculating standard billing rates. This is to be provided for the Prime Consultant as well as each Sub Consultant. Computer usage is to be included in the overhead rate and will not be considered as a direct expense. No markup is to be provided on expenses, subconsultants or other non-labor cost. Proposer shall provide a list of spending categories, i.e., printing, travel,

phone, fax, mail, delivery charge, contract employees, etc. for each task identified in the proposal.

**Section 4.2 Cost Proposal**

**Section 4.3 Hourly Cost Proposal**

- 9. Required Affidavits and/or Forms:** Proposer shall provide the following executed affidavits as appropriate:

**(Section 5)**

- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
  - Certification Regarding Debarment
  - Non-Collusion Affidavit of Prime Offeror
  - Non-Collusion Affidavit of Subcontractor

**(Section 6)**

- Contract Compliance Forms
  - Exhibit A - Promise of Non-Discrimination
  - Exhibit B - Employment Report
  - Exhibit C - Schedule of Intended Subcontractor Utilization
  - Exhibit D - Letter of Intent to Perform As a Subcontractor
  - Exhibit E - Declaration Regarding subcontractor Practices
  - Exhibit F - Joint Venture Disclosure Affidavit
  - Equal Business Opportunity (EBO) Plan

## 4.2 COST PROPOSAL

**Bidder's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Authorized Representative's Signature:** \_\_\_\_\_

\*Please complete as directed and insert in your separate sealed cost proposal envelope.

Total Proposed Price shall include all Scope of Services' items, overhead, meetings, coordination, insurance, printing costs, computer time, and other items as outlined in this Request for Proposal.

	Wastewater Pipe Line (20,000 Linear Feet.)	Water Pipe Line (15,000 Linear Feet)	Borings (Vertical Foot)	Easements
Survey and Design	\$	\$		
Construction Staking	\$	\$		
As-Build Drawings (Computer Diskette)	\$	\$		
Sampling			\$	
Testing			\$	
Reports			\$	
Drawings with layout & written description				\$ Estimate
Construction Staking				\$ Estimate
<b>Total Proposed Price</b>	\$	\$	\$	\$

Easements should be submitted on 8 1/2" X 11" paper, with all pertinent information and accompanied by legal descriptions for both temporary and permanent easements.

**4.3 HOURLY COST PROPOSAL:** All projects assigned shall be based upon a dollar per hour rate (i.e. roads, drainage structures, engineering studies, field testing, inspections, pump stations, bridges, etc.). The PROPOSER will include his/her fees as outlined below. This proposal provides a pricing structure which includes both water and sewer line design.

**\* Enclose in your separately sealed cost proposal envelope.**

<b><u>CLASSIFICATION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>HOURLY BILLING RATE</u></b>
Principal in Charge	Oversees company operations; Assures product qual. & client satisfaction	\$_____/hour
Engineer Principal	Manages company-wide engineering operations and projects	\$_____/hour
Project Director	Oversees execution of several major engineering projects	\$_____/hour
Project Manager	Manages execution of multidisciplinary project(s)	\$_____/hour
Project Engineer	Lead engineer on multidisciplinary project(s)	\$_____/hour
Construction Manage	Directs construction administration services	\$_____/hour
Senior Engineer	Organizes and leads engineering design team in his/her discipline	\$_____/hour
GA Registered Engineer	Independently performs conventional engineering tasks	\$_____/hour
E.I.T Engineer	Conducts limited and specific engineering tasks	\$_____/hour
Engineering Technician	Performs routine design procedures under direction of an engineer	\$_____/hour
CAD Operator	Performs computerized drafting under supervision of engineer	\$_____/hour
Sr. Resident Inspector	Monitors compliance of construction with plans & specifications	\$_____/hour
GA Registered Surveyor	Supervises collection and certifies accuracy of surveying data	\$_____/hour
2-person Survey Crew	Collects surveying data in the field	\$_____/hour
3-person Survey Crew	Collects surveying data in the field	\$_____/hour
Administrator	Performs administrative and accounting functions	\$_____/hour
Secretary	Provides clerical support	\$_____/hour
Geotech. Investigator	Coordinates all aspects of geotechnical investigations and reports	\$_____/hour
Geotech. Field Director	Supervises geotechnical field crews	\$_____/hour
Geotech. Lab Director	Supervises laboratory evaluation of geotechnical samples	\$_____/hour
Geotech. Technician	Performs geotechnical field and laboratory work	\$_____/hour
Registered Geologist	Verifies geotechnical field and laboratory work	\$_____/hour

#### 4.4 **BASIS OF AWARD**

The award of a contract for this project will be made by the Board of Commissioners of Fulton County to one or up to three of the responsive and responsible proposer (s) whose proposal is determined, upon written recommendation by the County Manager, the Purchasing Agent and the Director of Public Works, to be in the best interest of the County taking into consideration price and the evaluation factors set forth in Section 4.0 of this Request For Proposal.

All professional personnel, including subcontractors, engaged in performing services for the **Proposer** under the proposal are indicated in a personnel listing attached thereto, and incorporated therein by reference.

No changes or substitutions shall be permitted in the **Proposer's** key personnel as set forth herein without the prior written approval of the Director of Public Works or his designee.

The **Proposer** shall employ in responsible charge of supervision and design of the work only persons duly registered in the appropriate category.

#### 4.5 **EVALUATION & SELECTION CRITERIA**

A duly appointed Selection Committee shall rank the proposals and make recommendation to the Board of Commissioners for award of the contract. Determinations shall be based on the criteria set forth in section 4.0.

Discussions may be made by the purchasing agent, in conjunction with the user department (Public Works Department), with responsible proposers who submit proposals determined by the purchasing agent, and upon written recommendation of the Public Works Department, to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements.

Proposers who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it for the best interest of the County to do so. Proposers are not to initiate the above discussions unless and when so notified by the Purchasing Department during the evaluation and selection process.

It is the intent of Fulton County to hold interviews with proposers on this project. However, the County reserves this right at its sole discretion.

It is not the intent of Fulton County to hold interviews with proposers on this project.

#### 4.5.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>A.</b>	Related Experience and Performance in the area of water, wastewater and re-use water main design and layout, pump station design, improvements to existing water and wastewater reclamation facilities, design of water tanks, Georgia Environmental Protection Division (EPD) and US EPA regulations and permitting requirements and water, wastewater and re-use water studies.	25%
<b>B.</b>	Key Personnel and Availability of staff.	20%
<b>C.</b>	Cost associated with the proposed services.	20%
<b>D.</b>	The preparation of the proposal and extent to which the Respondent completed and submitted all of the required documents and forms as stated in sections 5 and 6. The Respondent must attach a checklist indicating that all of the subsections of Section II have been completed, are clearly identified in the proposal, and are included in the Respondent's proposal.	10%
<b>E.</b>	Financial stability of the Respondent from the information provided in the RFP.	10%
<b>F.</b>	Project approach including potential benefits associated with proposers unique knowledge or experience.	10%
<b>G.</b>	Local Preference, Proximity of Respondents Office or Firm	5%
	<b>TOTAL POINTS</b>	100%

## **SECTION 5 PROPOSAL FORMS**

### **5.1 INTRODUCTION**

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

#### **Procurement Affidavits**

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements



## **5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION**

The following paragraphs present an overview of each Procurement Affidavit Form required.

### **5.2.1 Certification Regarding Debarment**

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

### **5.2.2 Non-Collusion Affidavit**

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

### **5.2.3 Certificate of Acceptance of Request for Proposal Requirements**

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

## CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

## INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

## DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

- (b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a

county contractor.

- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**STATE OF GEORGIA****COUNTY OF FULTON****NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**STATE OF GEORGIA****COUNTY OF FULTON****NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**



**CERTIFICATE OF ACCEPTANCE OF REQUEST  
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to #\_\_\_\_\_ inclusive, including any addenda # to #\_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_, attachment(s) #\_\_\_\_\_ to #\_\_\_\_\_, and/or appendices #\_\_\_\_\_ to #,\_\_\_\_\_ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**(Affix Corporate Seal)**

## SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## 6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/We ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_  
Title Firm Name  
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

**EMPLOYEES**

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) ☐ Bidder/Proposer ☐ Subcontractor

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):  
  
\_\_\_\_\_  
\_\_\_\_\_
2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ETHNIC GROUP\*:** \_\_\_\_\_ **COUNTY CERTIFIED\*\*** \_\_\_\_\_

**WORK TO BE PERFORMED:** \_\_\_\_\_

**DOLLAR VALUE OF WORK:** \$ \_\_\_\_\_ **PERCENTAGE VALUE:** \_\_\_\_\_ %

**\*Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **\*\*If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:**\_\_\_\_\_ **Title:**\_\_\_\_\_

**Firm or Corporate Name:**\_\_\_\_\_

**Address:**\_\_\_\_\_

\_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:**\_\_\_\_\_



**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

**To:** \_\_\_\_\_  
(Name of Prime Contractor Firm)

**From:** \_\_\_\_\_  
(Name of Subcontractor Firm)

**ITB/RFP Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
(Bidder)

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT****ITB/RFP No.** \_\_\_\_\_**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:****1) Name of Business:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**Telephone No.:** \_\_\_\_\_**Nature of Business:** \_\_\_\_\_**2) Name of Business:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**Telephone No.:** \_\_\_\_\_**Nature of Business:** \_\_\_\_\_**3) Name of Business:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**Telephone No.:** \_\_\_\_\_**Nature of Business:** \_\_\_\_\_**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_**OFFICE PHONE:** \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared

\_\_\_\_\_, the undersigned known to me to be the person

described in the foregoing Affidavit and acknowledge that he (she) executed the same in

the capacity therein stated and for the purpose therein contained.

**EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
<b>Name:</b>						
<b>Address:</b>						
<b>Telephone #:</b>						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_

(Signature)

(Printed Name)

Nortary: \_\_\_\_\_

Date: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## SECTION 7 INSURANCE AND RISK MANAGEMENT PROVISIONS

### Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT -	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT -	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE -	\$500,000.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations) General Aggregate	-	\$2,000,000

Products\Completed Operation Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury Limits	-	\$1,000,000
Fire Damage Limits	-	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b> Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

**4. ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
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5. **UMBRELLA LIABILITY**  
(In excess of above noted coverage's)                      Each Occurrence       -       \$2,000,000
6. **PROFESSIONAL LIABILITY**                                      Each Occurrence       -       \$1,000,000  
(Required if respondent providing quotation for professional services).
7. **FIDELITY BOND**  
(Employee Dishonesty)    Each Occurrence       -       \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

#### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.**

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:\_\_\_\_\_SIGNATURE:\_\_\_\_\_

NAME:\_\_\_\_\_TITLE:\_\_\_\_\_DATE:\_\_\_\_\_



**SECTION 8  
SAMPLE CONTRACT****2006 STANDBY ENGINEERING SERVICES AGREEMENT WITH****XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

## PAGE

1	ARTICLE 1. CONSULTANT/OWNER AGREEMENT
2	ARTICLE 2. SEVERABILITY
2	ARTICLE 3. DESCRIPTION OF PROJECT
2	ARTICLE 4. SCOPE OF SERVICES
2	ARTICLE 5. DELIVERABLES
2	ARTICLE 6. SERVICES PROVIDED BY COUNTY
2	ARTICLE 7. COUNTY AUTHORIZED REPRESENTATIVE
2	ARTICLE 8. MODIFICATIONS
3	ARTICLE 9. CONTRACT TERMS
3	ARTICLE 10. TIME OF PERFORMANCE
3	ARTICLE 11. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
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**2006 STANDBY ENGINEERING SERVICES AGREEMENT WITH**  
**XXXXXXXXXXXXXXXXXXXX**  
**RFP #**

**AGREEMENT**

This Agreement, made and entered into on the XXTH day of XXXXXXXXXXXXX, 2006 by and between **FULTON COUNTY, GEORGIA**, hereinafter called the "**COUNTY**", and **XXXXXXXXXXXXXXXXXXXXX, INC.**, a corporation authorized to do business in the State of Georgia, hereinafter called the "**CONSULTANT**".

**WITNESS TO**

**WHEREAS**, the **COUNTY** through its Department of Public Works desires to engage a qualified and experienced firm to furnish Standby Engineering Services to Fulton County.

**WHEREAS**, the **CONSULTANT** has represented to the **COUNTY** that it is experienced and has a qualified and local staff available to commit to the **PROJECT** and the **COUNTY** has relied upon such representations.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the **COUNTY** and the **CONSULTANT** that the **CONSULTANT** shall provide the services outlined in the Scope of Services for other good and valuable consideration, **COUNTY** and **CONSULTANT** agree as follows:

The **CONSULTANT** shall gather from the **COUNTY** all available data and information pertinent to the performance of the services for the Project. The **COUNTY** shall have the final decision as to what data and information is pertinent.

The **CONSULTANT** shall ensure that the services required by this Agreement, including those based on data and information provided by the County, meet applicable standards as specified herein.

The **CONSULTANT** shall report in writing any discovery of errors or omissions contained in the data and information furnished by the County.

Upon receipt of the **COUNTY'S** approval of the manner of accomplishing the work for the Project, the **CONSULTANT** shall proceed with implementation.

**ARTICLE 1. CONSULTANT/COUNTY AGREEMENT:** The **COUNTY** hereby engages the **CONSULTANT**, and **CONSULTANT** hereby agrees to perform the services hereinafter set forth.

This Agreement including the Request for Proposal and Consultant's submitted proposal, constitutes the entire Agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the **COUNTY** and the **CONSULTANT'S** duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

**ARTICLE 2. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**ARTICLE 3. DESCRIPTION OF PROJECT:** **COUNTY** and **CONSULTANT** agree the PROJECT is as described in Exhibit A of the RFP documents which is incorporated herein by reference. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

**ARTICLE 4. SCOPE OF SERVICES:** Unless modified in writing by both parties in the manner specified in the Agreement, duties of **CONSULTANT** shall not be construed to exceed those services specifically set forth in Exhibit B of the RFP documents. **CONSULTANT** agrees to provide all services, products, and data and to perform all tasks described in the Scope of Services.

**ARTICLE 5. DELIVERABLES:** **CONSULTANT** shall deliver to **COUNTY** all reports, specifications and drawings prepared under the terms of this Agreement that are specified in the Scope of Services. Deliverables shall be furnished to **COUNTY** by **CONSULTANT** in a media or form that is acceptable and usable by **COUNTY** at no additional cost at the end of the project.

**ARTICLE 6. SERVICES PROVIDED BY COUNTY:** **CONSULTANT** shall gather from **COUNTY** all available non-privileged data and information pertinent to the performance of the services for the PROJECT. Certain services as described in the Scope of Services, if required, will be performed and furnished by **COUNTY** in a timely manner so as not to unduly delay **CONSULTANT** in the performance of said obligations. **COUNTY** shall have the final decision as to what data and information is pertinent.

**ARTICLE 7. COUNTY AUTHORIZED REPRESENTATIVE:** The **COUNTY** will appoint in writing a **COUNTY** representative with respect to work to be performed under this Agreement until **COUNTY** gives written notice of the appointment of a successor. **COUNTY** representative shall have complete authority to transmit instructions, and receive information. **CONSULTANT** may rely upon written consents and approvals signed by **COUNTY'S** representative to the extent authorized by law and County Policies.

**ARTICLE 8. MODIFICATIONS:** If during the course of performing the work, COUNTY and CONSULTANT agree that it is necessary to make changes in the PROJECT as described herein and referenced exhibits, such changes will be incorporated in written Amendments in the form of Change Orders to this Agreement. Any such Amendment shall not become effective unless or binding approved by the Board of Commissioners and entered on the minutes.

**ARTICLE 9. CONTRACT TERMS:** The terms of this Agreement shall commence within the year of execution and continue up and through December 31, 2004, without further obligation of the County. The COUNTY reserves the option to renew this Agreement under like terms for One (1) additional twelve (12) month period ending December 31, 2005. As such, this Agreement shall automatically renew for the next successive year of the option period, subject to funds being allocated for this Agreement by the Board of Commissioners for the next successive year, and except as the Agreement may be terminated for cause or convenience as provided elsewhere in the Agreement. If funds are not allocated by the Board of Commissioners, this Agreement will expire upon expiration of the then existing funded term. Termination pursuant to this provision of the Agreement shall not result in a claim for payment or damages by the CONTRACTOR, except the CONTRACTOR shall be paid for actual services rendered through the date of termination.

**ARTICLE 10. TIME OF PERFORMANCE:** CONSULTANT shall not proceed to furnish a job task and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONSULTANT from COUNTY. The time of performance of the assigned job task shall begin upon the date of Notice to Proceed and continue for the time specified in the Notice to Proceed. Services shall be furnished in accordance with the time schedule presented as "Schedule of Work". The **CONSULTANT** shall begin work on the job tasks no later than five (5) days after the effective date of the Notice to Proceed.

**ARTICLE 11. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES:** Compensation for work performed by CONSULTANT on the PROJECT shall be on the basis of standard billing rates shown in the Proposal Documents of those principals and employees engaged directly on the work. Standard billing rates shall remain in effect throughout the duration of this Agreement. Direct project expenses including travel, subsistence, printing, toll telephone calls, specialized equipment rental and professional services are also reimbursable at actual cost. Outside professional services shall require prior written approval of COUNTY. Costs for relocation, temporary housing, or subsistence of staff assigned to this project are not direct project expenses and will not be reimbursed.

The **COUNTY** will pay the **CONSULTANT** monthly for costs as indicated in the Bid Documents, and as per related Fixed Hourly Rate Schedule for hours expended and/or work performed on the Standby Engineering Services for Fulton County.

The **CONSULTANT** may submit to the **COUNTY** a monthly invoice, in a form acceptable to the **COUNTY** and accompanied by all support documentation requested by the **COUNTY**, for payment and for services which were completed during the

calendar month. The **COUNTY** shall review for approval said invoices. The **COUNTY** shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely the **COUNTY**, are unreasonably in excess of the actual stage of completion. The **COUNTY** shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the **CONSULTANT** to the point indicated by such invoice, or of receipt of acceptance by the **COUNTY** of the services covered by such invoice. The **COUNTY** shall pay any undisputed items contained in such invoices. Each invoice shall include a narrative describing the total work accomplished for each phase, an accurate updated schedule, and a description of the percentage of total work completed for each phase through the date of the statement.

Nothing contained herein is intended to prevent the **COUNTY** or the **CONSULTANT** from reallocating among the various Tasks, if such is indicated by the prosecution of the work, and as may be directed by the **COUNTY** and mutually agreed to by the **CONSULTANT**.

The compensation provided for herein shall include any claims by the **CONSULTANT** for all costs incurred by the **CONSULTANT** in the conduct of the project and this amount will be paid to the **CONSULTANT** after receipt of billing and approval of the amount by the **COUNTY**.

The compensation provided for herein shall include any claims by the **CONSULTANT** for all costs incurred by the **CONSULTANT** in the conduct of the project and this amount will be paid to the **CONSULTANT** after receipt of billing and approval of the amount by the **COUNTY**.

**ARTICLE 12. PROMPT PAY PROVISION:** The **COUNTY** shall make monthly partial payments to the **CONSULTANT** in accordance with the provisions of the Contract Documents. **COUNTY** and **CONSULTANT**, their agents and assigns, agree that in the event any contract provision pertaining to the time of payment, conditions precedent to payment, the rate of payment, and any rates of interest, differs from any provision of the Georgia Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control.

**ARTICLE 13. AMOUNT PAYABLE:** The maximum yearly amount payable by **COUNTY** to **CONSULTANT** under this Agreement is **\$250,000.00.**

**ARTICLE 14. CONSULTANT'S PERSONNEL AND EQUIPMENT:** **CONSULTANT** shall identify in writing a project manager who shall have sole authority to represent **CONSULTANT** on all matters pertaining to this contract.

**CONSULTANT** represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with **COUNTY**. All of the services required hereunder will be performed by **CONSULTANT** under his supervision and all

personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Key personnel, including subcontractors, engaged in performing services for CONSULTANT under this Agreement are to be indicated in a listing of key personnel and submitted to County for review. Notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services on this PROJECT by CONSULTANT. No changes or substitutions shall be permitted in CONSULTANT'S key personnel or subcontractor as set forth herein without the prior written approval COUNTY. Changing of key personnel or subcontractor during the course of this PROJECT shall constitute a cause for termination under the terms outlined in ARTICLE 17. Termination of Agreement For Cause of this Agreement.

**CONSULTANT** shall endorse all deliverables including: reports, and contract plans.

**XXXXXXXXXXXXXXXXXX, INC.** shall employ duly experienced Engineers registered in the State of Georgia in their appropriate disciplines, to be in responsible charge of supervision on the project, and being in the full employ of CONSULTANT and responsible for the work prescribed by this Agreement.

**ARTICLE 15. SUSPENSION OF WORK:** COUNTY may order CONSULTANT in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any delay of the project.

**ARTICLE 16. DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided by the COUNTY'S Authorized Representative. He shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Authorized Representative shall be final and conclusive unless, within **30 days** from the date of receipt of such copy, **CONSULTANT** mails or otherwise furnishes to the **County Manager**, or his designee, copy of a written appeal. The decision of the Director of Public Works for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of such decision. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending any final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the County Manager's or designee's decision.

**ARTICLE 17. TERMINATION OF AGREEMENT FOR CAUSE:** Either COUNTY or CONSULTANT may terminate work in the event the other party fails to perform in

accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 30 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. Failure to maintain the scheduled level of effort as proposed and prescribed in the County approved Project Schedule, or deviation from the aforesaid schedule without prior approval of COUNTY, shall constitute cause for termination. In such event, copies of finished or unfinished documents prepared by CONSULTANT under this Agreement shall be submitted to the COUNTY. CONSULTANT shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by COUNTY, including reasonable costs for the orderly filing and closing of the project.

**ARTICLE 18. TERMINATION FOR CONVENIENCE OF COUNTY:** Notwithstanding any other provisions, COUNTY may terminate this Agreement for its convenience at any time by a written notice to CONSULTANT. If the Agreement is terminated for convenience by COUNTY as provided in this article, CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done. CONSULTANT shall also be paid for reasonable costs for the orderly filing and closing of the project.

**ARTICLE 19. WAIVER OF BREACH:** The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

**ARTICLE 20. INDEPENDENT CONTRACTOR:** CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be constructed to be inconsistent with relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute CONSULTANT or any of its agents or employees to be the agent, employee or representative of COUNTY.

**ARTICLE 21. RESPONSIBILITY OF CONSULTANT:** CONSULTANT is employed to render a professional service only and any payments made to CONSULTANT are compensation solely for such services rendered and recommendations made in carrying out the work. CONSULTANT shall follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to CONSULTANT'S failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by COUNTY and at CONSULTANT'S expense.

**ARTICLE 22. COOPERATION WITH OTHER CONSULTANTS:** CONSULTANT will undertake the PROJECT in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other consultants. CONSULTANT shall fully cooperate with such other related consultants and

COUNTY employees or appointed committees. CONSULTANT shall provide within his schedule of work, time and effort to coordinate with other consultants under contract with COUNTY. CONSULTANT shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by COUNTY employees.

**ARTICLE 23. COORDINATION WITH UTILITIES:** Where privately, publicly, or cooperatively owned utility companies will require rearrangements in connection with the Project, the **CONSULTANT** shall furnish prints or sepias for the utility owners as directed by the **COUNTY** and check the utilities' submitted plans for avoidance of conflicts with the Project details or with the facilities of other utilities. This may require numerous submittals to the utility companies. The **CONSULTANT** shall document all such submittals and reduce to writing, all meetings, telephone conversations and discussions pertaining to the coordination with utilities. The **CONSULTANT** shall also submit a final set of Project plans to all utilities. The **CONSULTANT** shall make no commitments with the utilities which are binding upon the **COUNTY**.

**ARTICLE 24. ACCURACY OF WORK: CONSULTANT** shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **CONSULTANT** of the responsibility for subsequent correction of any errors and the clarification of any ambiguities. At any time during the construction of the improvement provided for by the plans or during any phase of work performed by others based on data secured by the **CONSULTANT** under the Agreement, the **CONSULTANT** shall confer with the **COUNTY** for the purpose of interpreting the information obtained and to correct any errors or omissions made by it. The **CONSULTANT** shall prepare any plans or data required by the **COUNTY** to correct its errors or omissions. The above consultation, clarification, or correction shall be made without added compensation to the **CONSULTANT**. The **CONSULTANT** shall give immediate attention to these changes so there will be a minimum of delay to others.

**ARTICLE 25. REVIEW OF WORK:** Authorized representatives of COUNTY may at all reasonable times review and inspect PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CONSULTANT, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve CONSULTANT of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONSULTANT shall produce progress prints or copies of any work as performed under this Agreement. Refusal by CONSULTANT to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONSULTANT until CONSULTANT complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONSULTANT.

**ARTICLE 26. INDEMNIFICATION:** CONSULTANT agrees to protect, defend, indemnify, and hold harmless COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments, including attorneys fees, of whatever nature, including claims for



contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons to the extent caused by the negligent acts, errors, omissions, willful or intentional acts of CONSULTANT in its performance or non-performance by CONSULTANT of the Agreement, whether such injury, death, loss or damage results from any cause whatsoever. CONSULTANT shall not indemnify or hold harmless the COUNTY for the sole act or omissions of employees, officers, or agents of the COUNTY. CONSULTANT'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**ARTICLE 27. AUTHORIZATION AND APPROVAL:** The CONSULTANT shall begin work under this Agreement no later than five (5) days after the effective date of notification to proceed.

**ARTICLE 28. DESIGNATION OF COUNTY'S AUTHORIZED REPRESENTATIVE:** For the purpose of this Agreement, Kun Suwanarpa, Deputy Director, Public Works, or any other formally designated representative of the COUNTY, has been designated as the COUNTY'S Authorized Representative to give direction to the CONSULTANT and to resolve primary disputes on this Agreement.

**ARTICLE 29. CONFIDENTIALITY:** CONSULTANT agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by consultant pursuant thereto and any equipment paid for by COUNTY as a result of this Agreement, shall become the property of COUNTY and be delivered to the Director of the DEPARTMENT. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of COUNTY. It is further agreed that if any information concerning the PROJECT, its conduct results, or data gathered or processed should be released by CONSULTANT without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this Agreement without indemnity to CONSULTANT, but should any such information be released by COUNTY or by CONSULTANT with such prior written approval, the same shall be

regarded as Public information and no longer subject to the restrictions of this Agreement.

**ARTICLE 30. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:**

CONSULTANT agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this contract. CONSULTANT or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the DEPARTMENT. All electronic files used on this PROJECT, including any custom or commercially available software developed or used by CONSULTANT, shall become the property of Fulton County. Any required licenses and fees for software or other required materials shall be purchased and/or paid for by CONSULTANT and registered in the name of the Director of the DEPARTMENT. Any work developed for use on this project may be released as public domain information by the Director of the DEPARTMENT at his sole discretion.

**ARTICLE 31. COVENANT AGAINST CONTINGENT FEES:** CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONSULTANT for the purpose of securing business and that CONSULTANT has not received any non-COUNTY fee related to this Agreement without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

**ARTICLE 32. INSURANCE:** CONSULTANT shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

**Section 32.01 Workman's Compensation Insurance** in accordance with the laws of the State of Georgia and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per employee, Five Hundred Thousand Dollars (\$500,000) per occurrence, and Five Hundred Thousand Dollars (\$500,000) per employee per disease.

**Section 32.02 General Aggregate** in an amount not less than One Million Dollars (\$1,000,000).

**Section 32.03 General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.

**Section 32.04 Professional Liability Insurance** in an amount that equals or exceeds the amount of fees for the AGREEMENT. If coverage is issued on a claims-made basis, a policy should be kept in force at least twenty-four (24) months after completion and acceptance of the PROJECT.

**Section 32.05 Comprehensive Automobile Liability Insurance,** including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000).

**Section 32.06 Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project and the AGREEMENT. All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (60) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the project is accepted by COUNTY. If CONSULTANT receives notice of non-renewal or material adverse change of any of the above coverages, CONSULTANT will promptly advise COUNTY in writing. Failure of CONSULTANT to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverages terminates Agreement as of the date that CONSULTANT should have given notification to COUNTY. If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONSULTANT, COUNTY will notify CONSULTANT thereof within twenty (20) days of the date of delivery of such certificates to COUNTY. CONSULTANT will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONSULTANT of his responsibility to provide insurance coverage as specified nor to relieve CONSULTANT of his liability for any claims which might arise.

**ARTICLE 33. PROHIBITED INTEREST:**

**Section 33.01 Conflict of Interest:** CONSULTANT agrees that it presently has no interest and shall acquire no interest direct or indirect, that would conflict in any manner or degree with the performance of its service hereunder. CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

**Section 33.02 Interest of Public Officials:** No member, officer or employee of COUNTY during his/her tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE 34. SUBCONTRACTING:** Except as identified in Key Personnel Listings in the Proposal, CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

**ARTICLE 35. ASSIGNABILITY:** CONSULTANT shall not assign or subcontract this Agreement or any interest therein without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by CONSULTANT without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this Agreement without any notice to CONSULTANT of such termination. CONSULTANT binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, Agreements and obligations contained herein.

**ARTICLE 36. ANTI-KICKBACK CLAUSE:** Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONSULTANT hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

**ARTICLE 37. AUDITS AND INSPECTIONS:** At any time during normal business hours and as often as COUNTY may deem necessary, CONSULTANT shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. CONSULTANT'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by CONSULTANT. To the extent COUNTY audits or examines such Information related to this Agreement, COUNTY shall not disclose or otherwise make available to third parties any such Information without CONSULTANT'S prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting COUNTY any right to make copies, excerpts or transcripts of such Information outside the area covered by this Agreement without the prior written consent of CONSULTANT. CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by COUNTY or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to COUNTY. CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

**ARTICLE 38. ACCOUNTING SYSTEM:** CONSULTANT shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. CONSULTANT must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

**ARTICLE 39. VERBAL AGREEMENT:** No verbal Agreement or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal Agreement or conversation entitle CONSULTANT to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental Agreement, approved by the COUNTY, and entered on the minutes of the Board of Commissioners.

**ARTICLE 40. NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

**Notice to COUNTY, shall be addressed as follows:**

Timothy K. Equels, Assistant Director  
Fulton County Department of Public Works  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Georgia 30303

Kun Suwanarpa, P.E., Acting Assistant Director  
Fulton County Department of Public Works  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Georgia 30303

Ray Wooten, Engineer III  
Fulton County Department of Public Works  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Georgia 30303

Notices to CONSULTANT shall be addressed as follows:

Contact Name \_\_\_\_\_

Name of  
Consultant \_\_\_\_\_

Address of Consultant \_\_\_\_\_

PHONE: \_\_\_\_\_, FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ARTICLE 41. JURISDICTION:** This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this AGREEMENT shall apply, unless otherwise expressly stated.

**ARTICLE 42. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this AGREEMENT, CONSULTANT agrees as follows:

Section 42.01 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 42.02 CONSULTANT will, in all solicitations or advertisements for employees placed by, or on behalf of, CONSULTANT state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 42.03 CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 43. FORCE MAJEURE:** Neither COUNTY nor CONSULTANT shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve CONSULTANT from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

(REMAINDER INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Contract to be executed and delivered under their respective **seals** on this, the:

\_\_\_\_\_ day of \_\_\_\_\_, 2006

**ATTEST:**

**XXXXXXXXXXXXXXXXXX**

**(SEAL)**

\_\_\_\_\_ BY: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_ BY: \_\_\_\_\_  
Staff Counsel  
Office of the County Attorney  
Angela Parker,  
Director, Department of Public Works

**ATTEST:**

**(SEAL)**

\_\_\_\_\_ BY: \_\_\_\_\_  
Mark Massey,  
County Clerk, Board of Commissioners  
Karen Handel,  
Chair, Board of Commissioners

Note: If the Consultant is a corporation, the Contract shall be signed by the President or Vice President, attested to by the Secretary and the Corporate Seal affixed. If the Contractor is a partnership, the Contract shall be signed in the partnership name by one of the partners, with indication that he or she is a general partner.